

EXHIBIT 5

30(b)(6) Chris Muhich
Intellectual Ventures, LLC, et al. v. Southwest Ai

May 13, 2025

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND/ODESSA DIVISION
INTELLECTUAL VENTURES I
LLC and INTELLECTUAL
VENTURES II LLC,
Plaintiffs, CIVIL ACTION
vs. FILE NO.
SOUTHWEST AIRLINES CO., 7:24-CV-00277-ADA
Defendant.

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VIDEOTAPED 30(b)(6) DEPOSITION OF SOUTHWEST AIRLINES  
CO.  
(through CHRIS MUHICH)  
May 13, 2025  
10:00 a.m. Central time

(All attendees appeared remotely via  
videoconferencing and/or teleconferencing.)

Reporter: Debra M. Druzisky, CCR-B-1848

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Also Present:

21 Krishan Patel, videographer  
22 Philip Tarpley, Esq. (Southwest Airlines)

23 --oOo--  
24  
25

1 software update"?

2 Q. Yeah, you said that -- you said that they  
3 provide it. Do they come and update the software  
4 for you?

5 A. You mean how does it actually get onto the  
6 airplane; is that -- I want to make sure I'm --

7 Q. Yes.

8 A. -- answering the question right. Yeah.

9 Q. We can do that first, yeah.

10 A. Okay. The vendors, the WiFi suppliers or  
11 vendors, they do over-the-air update. So they push  
12 software to the airplane through -- via the WiFi  
13 system, and it automatically uploads onto their  
14 hardware.

15 Q. Okay. So they can just update the  
16 software over the air at any time?

17 A. They have the capability to do so. We  
18 have agreements in place that they -- that they  
19 won't do that without our authorization. But they  
20 have the capability to do so, yes.

21 Q. Okay. So how do they seek your  
22 authorization?

23 A. They will, if they have a new update, they  
24 will let us know and give us a timeline of when it  
25 needs to -- when they want -- when it will be

1 Q. Okay. So engineers on your team are in  
2 contact with the vendors to correct any software;  
3 is that what you're saying?

4 MR. DUNWOODY: Objection. Form.  
5 Go ahead.

6 THE WITNESS: Yeah, no, we --  
7 that's -- I didn't say we would work with  
8 them to correct it. We would work with  
9 them to give them feedback on what the --  
10 what our customers are reporting, and then  
11 they would report back to us when they  
12 have a fix available.

13 BY MS. AN:

14 Q. So every time a vendor like Viasat has  
15 code, they send it to Southwest; right?

16 A. No.

17 MR. DUNWOODY: Objection. Form.

18 BY MS. AN:

19 Q. So it's loaded over the air into  
20 Southwest's aircrafts?

21 A. Yes.

22 Q. Okay. You also mentioned some hardware  
23 that you receive from vendors. Like, for Viasat  
24 what hardware would you be receiving?

25 A. We get a -- we purchase a full system from

1 each of the WiFi vendors. So it's slightly  
2 different for each vendor what the hardware  
3 includes. But in general it's, you know, it's an  
4 antenna, some sort of server unit, and some  
5 wireless access units.

6 Q. So for Viasat specifically, what do you  
7 receive?

8 A. There's an antenna, there's a server unit,  
9 a modem unit, and four wireless access points, is  
10 my recollection.

11 I'd have to -- I'd have to look exactly at  
12 the contract to get all the hardware. That's  
13 likely not every single piece of equipment.  
14 There's some other things probably as well.

15 Q. Okay. And when you said "four wireless  
16 access points," as in one, two, three, four?

17 A. Yes.

18 Q. Okay. What about for Anuvu, what do you  
19 receive from Anuvu?

20 A. Similarly, we get an antenna, a -- they  
21 have an antenna control unit, there's a modem unit,  
22 a server unit, and some numb -- either two or three  
23 wireless access points depending on which specific  
24 airplane it's being installed on.

25 Q. How do you determine if you need two or

1 suppliers. But they're providing hardware to us as  
2 well as services.

3 Q. Okay. So you said that they manufacture  
4 some components and purchase some components; is  
5 that correct?

6 A. I believe they do, but I'm not 100 percent  
7 sure on it.

8 Q. Okay. So for Viasat, you mentioned that  
9 you get an antenna, a server unit, a modem unit,  
10 and four wireless access points.

11 Which of those components does Viasat  
12 manufacture?

13 A. I'm not sure if they do or not. I'm not  
14 familiar with who the sub -- who the suppliers are  
15 for the various sub-components. We purchase an  
16 entire system from Viasat.

17 Q. So you don't know which ones are  
18 manufactured and which ones are purchased?

19 A. I do not.

20 Q. What about for Anuvu, you mentioned that  
21 you get an antenna, control unit, a modem unit, a  
22 server unit, and two to three wireless access  
23 points based on the size of the aircraft.

24 Which ones are -- which components are  
25 manufactured by Anuvu?

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1           A.     I'm not familiar with which ones, which --  
2     with who manufactures their sub-components.

3           Q.     Do you know which ones are purchased?

4           A.     Again, with -- similar to Viasat, we  
5     purchase an entire system from Anuvu.

6           Q.     So how do you know that these components  
7     are in the system?

8           A.     How do I know? Well, they're defined --

9           Q.     Yes. Like -- okay. So you're looking at  
10    a document to tell you?

11          A.     Yeah. They're defined in our contract,  
12    and we define -- and then they're defined in our  
13    configuration to allow installation on the  
14    aircraft.

15          Q.     Okay. So what about Panasonic, is -- do  
16    you know when Southwest used Panasonic and  
17    Panasonic technology?

18          A.     We installed Panasonic I believe starting  
19    in 2017. They were removed by 2019.

20          Q.     Are you aware that Southwest served  
21    discovery responses to Intellectual Ventures?

22          A.     Yes. I've seen them.

23          Q.     Okay. Are you aware that Southwest  
24    represented that they entered a master services  
25    agreement with Panasonic for I.F.C. systems in



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1 2016?

2 A. That's possible. I would -- could have  
3 been 2016. I...

4 Q. And the agreement was terminated sometime  
5 in November -- in October of 2018, but they -- a  
6 small number of the Panasonic I.F.C. systems  
7 remained on Southwest airplanes until they were  
8 replaced with Anuvu systems in 2018 or 2019.

9 Does that refresh your memory?

10 A. Yep. That is my understanding.

11 Q. So what components did Southwest receive  
12 from Panasonic during this time frame?

13 A. I'm not familiar with what the Panasonic  
14 system entailed.

15 Q. Why isn't Panasonic included in your  
16 declaration?

17 A. When we were doing the initial review, you  
18 know, Panasonic was, you know, kind of far back in  
19 history and didn't come up as relevant because we  
20 haven't had it as -- had it installed in any of our  
21 aircraft in quite a while.

22 As we followed up with more kind of  
23 details looking at some documents, we realized it  
24 was actually installed in the time frame noted. So  
25 that's when we revised the documents and sent them

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1 Q. What do you mean "at the time"?

2 A. Well, your question as I understood was  
3 why wasn't -- it could have been included in the  
4 initial declaration. So I guess I meant at the  
5 time the initial declaration was drafted.

6 Q. Okay. Outside of Panasonic, Viasat or  
7 Anuvu, and I'm talking about this time frame of  
8 2018 to present, are there any other vendors that  
9 provided Southwest with an I.F.C. system?

10 A. Not that I'm aware.

11 Q. Are you familiar with an in-flight  
12 Internet provider named Gogo?

13 A. Yes.

14 Q. Has Southwest ever used Gogo?

15 A. Southwest has not.

16 Q. Are you familiar with an airline called  
17 AirTran ways -- Airways?

18 A. Yes.

19 Q. Are you aware that there was a merger?

20 A. I am.

21 Q. Did Southwest use AirTran Airways with an  
22 in-flight Internet provider named Gogo at all?

23 A. My understanding is that AirTran used Gogo  
24 for in-flight connectivity.

25 Q. Do you know when?

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1 A. I don't know the history of when it was  
2 installed, no.

3 Q. Does 2010 sound about right?

4 A. I don't know.

5 Q. Who would know?

6 A. I would assume that we own all the  
7 aircraft records for the AirTran aircraft, so I --  
8 those may be available. Those would be available  
9 somewhere. I don't know who exactly would know.

10 Q. Do you know if the AirTran planes  
11 continued to use Gogo at all?

12 A. No. All the AirTran aircraft post-merger  
13 were modified in to match the Southwest  
14 configuration, so those aircraft would have all  
15 been modified to -- were all modified to have  
16 Anuvu.

17 Q. Were any of the aircraft -- oh, wait. At  
18 what time did that occur?

19 A. I don't know the exact time frame. But in  
20 general, we were done modifying all the AirTran  
21 aircraft in the 2014, 2015 time frame.

22 Q. Were any of the planes, AirTran planes  
23 leased --

24 A. I don't know.

25 Q. -- to other airlines?

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1 BY MS. AN:

2 Q. That show which -- so any documents that  
3 show the components on a chip level.

4 A. I'm not specifically aware of anything.

5 Q. So if I wanted to find out what components  
6 in the Southwest aircrafts were responsible for  
7 channel bonding or facilitating Internet access  
8 over satellites, who would I speak with?

9 MR. DUNWOODY: Object to form. He  
10 still doesn't know what channel bonding  
11 is.

12 Go ahead and answer to the extent you  
13 know.

14 THE WITNESS: Yeah, I would -- I  
15 would say that Anuvu or Viasat would be  
16 the best people to ask.

17 BY MS. AN:

18 Q. Did you speak with Anuvu or Viasat in  
19 preparation for your deposition today?

20 A. I did not.

21 Q. Did anyone at Southwest speak to Viasat or  
22 Anuvu in preparation for today's deposition?

23 A. I don't know how -- I'm not -- not that  
24 I'm aware of.

25 Q. Okay. Thank you.

1 A. No.

2 Q. Okay. Do you know what Southwest  
3 components are responsible for providing an  
4 Internet hot spot connected to a satellite, router  
5 and a subscriber access unit?

6 A. The components -- if I -- can you say,  
7 sorry, can you say that again? I want to make sure  
8 I understood. It was kind of a long question.

9 Q. I got you.

10 Do you know what Southwest components are  
11 responsible for providing an Internet hot spot  
12 connected to a satellite, router and subscriber  
13 access unit?

14 MR. DUNWOODY: Object to form.

15 THE WITNESS: Yeah, the -- so the  
16 components that provide that functionality  
17 on the aircraft would be the Viasat and  
18 Anuvu systems.

19 BY MS. AN:

20 Q. I just want to go back to the list. Does  
21 Viasat or Anuvu provide a satellite dish?

22 A. Satellite dish. There's an antenna. Is  
23 that what you're referring to?

24 Q. No.

25 A. Okay. Then no, not that I'm aware of.

1 Q. Okay. I'll just strike the question and  
2 we can move to the next question.

3 A. Okay.

4 Q. What is a WiFi base station?

5 MR. DUNWOODY: Object to form.

6 Outside the scope.

7 But you can go ahead and answer if  
8 you know.

9 THE WITNESS: If by "base station"  
10 I -- the WiFi, my understanding of the  
11 WiFi system is that they use -- utilize  
12 ground stations, so maybe that's -- if  
13 that's what you're referring to as part of  
14 their system.

15 But as far as how exactly it works,  
16 you'd have to defer to Anuvu or Viasat.

17 BY MS. AN:

18 Q. How does Southwest implement the WiFi base  
19 station in its planes?

20 MR. DUNWOODY: Object to form.

21 I'm not sure if you can answer that.  
22 It's outside the scope. To the extent you  
23 understand the question, go ahead and try.

24 THE WITNESS: There's not -- how do  
25 we implement on the planes. There's

1       approvals in the design process over any of the  
2       components or configurations?

3           A.     No.

4           Q.     Does Southwest perform any standards  
5       certifications?

6           A.     Sorry. Let me make sure I heard you. Did  
7       you ask if we provide any certifications?

8           Q.     Yeah. Any standard certifications?

9           A.     No.

10          Q.     In Paragraph 4, what do you mean when you  
11       say the word "code"?

12          A.     Software.

13          Q.     And that's source code?

14          A.     Yes.

15          Q.     Do you know whether Southwest has in its,  
16       like, possession, custody and control the source  
17       code related to performing channel bonding?

18               MR. DUNWOODY: Object to form.

19               Go ahead and answer.

20               THE WITNESS: Per my previous answer,  
21       I don't know what channel bonding is, so I  
22       don't know how to answer. But we don't  
23       have any source code for the WiFi systems  
24       in general.

25       BY MS. AN:

1 Q. Who can I speak to about channel bonding  
2 at Southwest?

3 A. I'm not aware of anybody at Southwest that  
4 would be familiar with channel bonding.

5 Q. Do you know whether Southwest has in its  
6 possession, custody and control the source code for  
7 providing an Internet hot spot connected to a  
8 satellite, router and subscriber access unit?

9 A. We don't have access to any of Viasat or  
10 Anuvu's source code.

11 Q. Okay. I want to go back and just talk  
12 about the vendors that we discussed during this  
13 deposition.

14 During the deposition we discussed four  
15 different entities that provided or provide  
16 Southwest with in-flight WiFi systems; is that  
17 correct?

18 MR. DUNWOODY: Object to form.

19 THE WITNESS: You asked if we talked  
20 about four?

21 BY MS. AN:

22 Q. Yes.

23 A. Being Anuvu, Viasat, I know you asked  
24 about Gogo, and Panasonic? Is that the four you're  
25 referring to?



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1 would know about the relationship between AirTran  
2 and Southwest?

3 A. I guess I would probably say our legal  
4 department.

5 Q. Who in your legal department would you  
6 reach out to?

7 A. I guess Philip Tarpley.

8 Q. What is Philip Tarpley's title?

9 A. That I don't know.

10 Q. Okay. But he's part of Southwest's legal  
11 team.

12 A. Yes.

13 Q. Is that correct?

14 A. Yep.

15 Q. Okay. I was also wondering, how do you,  
16 you as in Southwest, provide Internet to your  
17 customers?

18 MR. DUNWOODY: Objection. Form.

19 THE WITNESS: Internet with --  
20 in-flight Internet is provided through the  
21 WiFi systems that we purchase from Viasat  
22 or Anuvu.

23 BY MS. AN:

24 Q. Do the customers have to pay for WiFi  
25 access?

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1           A.     Some customers do, some customers get it  
2     for free.

3           Q.     Which customers have to pay and which get  
4     it for free?

5           A.     I believe our A list preferred and  
6     business select, so certain can -- based on loyalty  
7     program status customers get it for free. And  
8     we're not --

9           Q.     So are they -- go ahead. Sorry. Uh-huh.

10          A.     Everyone else has to pay.

11          Q.     Okay. So do the members pay, like, a  
12     yearly fee to be part of this loyalty program?

13          A.     No.

14          Q.     Do they get loyalty by booking flights  
15     with Southwest?

16          A.     Yes.

17          Q.     Okay. Is there, like, a credit card  
18     that's, like, associated with it that helps with  
19     this loyalty program?

20          A.     There is a Southwest credit card  
21     associated with the Rapid Rewards loyalty program,  
22     yes.

23          Q.     Okay. And the members that do have to  
24     pay, do you know how they pay?

25          A.     They submit payment through an on-line

1 portal that's managed by Viasat and Anuvu.

2 Q. Okay. So like, when a customer boards the  
3 plane and wants to access WiFi, they can log in and  
4 pay for access?

5 A. Correct.

6 Q. Okay. Do you know how much they have to  
7 pay?

8 A. Right now the rate is eight dollars.

9 Q. Eight dollars for the entire trip?

10 A. Per flight leg.

11 Q. What do you mean by for flight -- oh, for  
12 flight length?

13 A. Per flight leg. So if you're on a  
14 multi-leg trip --

15 Q. Uh-huh.

16 A. -- if you're going from Dallas to Oklahoma  
17 City, and then Oklahoma City to Chicago, that's two  
18 different legs, you pay per flight, not your entire  
19 trip.

20 Q. Oh, I see. Okay. Now I understand. I  
21 think this is, like, airline industry slang that I  
22 do not know. Okay. Thank you.

23 Okay. Just a coup -- a few more  
24 questions. I will now direct you to Exhibit 4.

25 (Whereupon, Plaintiff's

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1 R E P O R T E R D I S C L O S U R E  
2 DISTRICT COURT ) DEPOSITION OF  
3 WESTERN DISTRICT ) CHRIS MUHICH  
4 MIDLAND/ODESSA DIVISION )

5 Pursuant to Article 10.B of the Rules and  
6 Regulations of the Board of Court Reporting of the  
7 Judicial Council of Georgia, I make the following  
8 disclosure:

9 I am a Georgia Certified Court Reporter.  
10 I am here as a representative of Veritext Legal  
11 Solutions.

12 Veritext Legal Solutions was contacted by  
13 the offices of Kasowitz Benson Torres to provide  
14 court reporting services for this deposition.  
15 Veritext Legal Solutions will not be taking this  
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Georgia CCR-B-1848